

E-filed: June 3, 2009

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Attorneys for Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT**DISTRICT OF NEVADA**

In re:

THE RHODES COMPANIES, LLC, aka
“Rhodes Homes,” et al.,¹
Debtors.

Case No.: BK-S-09-14814-LBR
 (Jointly Administered)

Chapter 11

Affects:

No Hearing Required

¹ The Debtors in these cases, along with their case numbers are: Heritage Land Company, LLC (Case No. 09-14778); The Rhodes Companies, LLC (Case No. 09-14814); Tribes Holdings, LLC (Case No. 09-14817); Apache Framing, LLC (Case No. 09-14818); Geronimo Plumbing LLC (Case No. 09-14820); Gung-Ho Concrete LLC (Case No. 09-14822); Bravo, Inc. (Case No. 09-14825); Elkhorn Partners, A Nevada Limited Partnership (Case No. 09-14828); Six Feathers Holdings, LLC (Case No. 09-14833); Elkhorn Investments, Inc. (Case No. 09-14837); Jarupa, LLC (Case No. 09-14839); Rhodes Realty, Inc. (Case No. 09-14841); C & J Holdings, Inc. (Case No. 09-14843); Rhodes Ranch General Partnership (Case No. 09-14844); Rhodes Design and Development Corporation (Case No. 09-14846); Parcel 20, LLC (Case No. 09-14848); Tuscany Acquisitions IV, LLC (Case No. 09-14849); Tuscany Acquisitions III, LLC (Case No. 09-14850); Tuscany Acquisitions II, LLC (Case No. 09-14852); Tuscany Acquisitions, LLC (Case No. 09-14853); Rhodes Ranch Golf Country Club, LLC (Case No. 09-14854); Overflow, LP (Case No. 09-14856); Wallboard, LP (Case No. 09-14858); Jackknife, LP (Case No. 09-14860); Batcave, LP (Case No. 09-14861); Chalkline, LP (Case No. 09-14862); Glynda, LP (Case No. 09-14865); Tick, LP (Case No. 09-14866); Rhodes Arizona Properties, LLC (Case No. 09-14868); Rhodes Homes Arizona, L.L.C. (Case No. 09-14882); Tuscany Golf Country Club, LLC (Case No. 09-14884); and Pinnacle Grading, LLC (Case No. 09-14887).

☐ All Debtors
☒ Affects the following Debtor(s):
 Rhodes Ranch General Partnership

**NOTICE PURSUANT TO PARAGRAPH 3(F) OF THE FINAL STIPULATED ORDER
 (I) AUTHORIZING USE OF CASH COLLATERAL, ETC. FOR AUTHORIZATION TO
 PAY PRE-PETITION AMOUNTS PERMITTED BY BUDGET RE RED RIDGE PARK**

TO THE AGENT FOR THE FIRST LIEN LENDERS, THE AGENT FOR THE SECOND
 LIEN LENDERS, THE UNITED STATES TRUSTEE, AND MEMBERS OF THE OFFICIAL
 COMMITTEE OF UNSECURED CREDITORS:

On April 30, 2009, the Bankruptcy Court for the above-captioned Debtors entered that
Final Stipulated Order (I) Authorizing Use of Cash Collateral, Etc. [Docket No. 126] (the "Final
 Cash Collateral Order"). Pursuant to paragraph 3(f) of the Final Cash Collateral Order, the
 Debtors have identified certain pre-petition payments that they require to be made in their
 business judgment pursuant to the Budget, which payment is permissible pursuant to the
 procedure set forth in paragraph 3(f) of the Final Cash Collateral Order. Specifically, the Final
 Cash Collateral Order provides that upon (i) the consent of the First Lien Steering Committee
 (through their financial advisor, Winchester Carlisle Real Estate Partners "WCP")) and (ii) upon
 no objection being received after five business days notice advance of any proposed payments to
 the following parties: (a) Agent for the First Lien Lenders, (b) Agent for the Second Lien
 Lenders, (c) the U.S. Trustee, and (d) any counsel to any official committee of unsecured
 creditors appointed in these cases (the "Notice Parties"), that the Debtors shall be authorized to
 pay the pre-petition amounts identified in this Notice.

WCP has already consented to the payment of the amounts proposed to be paid pursuant
 to this Notice. By this Notice, the Debtor Rhodes Ranch General Partnership (the "Debtor")
 hereby provides notice to the Notice Parties of its intent to make the following payments
 pursuant to this Notice. If any of the Notice Parties objects to such payments, such objection
 should be made within writing to the below counsel for the Debtor within five business days of
 the date of this Notice.

LARSON & STEPHENS
 810 S. Casino Center Blvd., Suite 104
 Las Vegas, Nevada 89101
 Tel: (702) 382-1170 Fax: (702) 382-1169

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Payment Of The Amounts On Exhibit A Are In The Best Interest Of The Estate

1 Pursuant to a Development Agreement Between the County of Clark and Rhodes
 2 Ranch General Partnership for Rhodes Ranch Master Planned Community dated July 16, 2008
 3 ("the Development Agreement"), Debtor Rhodes Ranch General Partnership has constructed a
 4 public park (the "Red Ridge Park Project") on real property leased by the County of Clark (the
 5 "County").² Red Ridge Park is a 28-acre park within the Rhodes Ranch development that is
 6 located adjacent to a school site. The park amenities include a multi-use turf area, ball fields,
 7 water spray feature, playground equipment, restrooms, shaded picnic areas, disc golf courses,
 8 basketball courts and parking.

9
 10 2. The Red Ridge Park Project is being funded by cash collections and credits of
 11 Residential Construction Taxes held by the County. Work on the Red Ridge Park Project is
 12 complete and the Debtor has already turned over Red Ridge Park to the County.

13 3. To date, the Debtor has received \$4,632,792.33 as reimbursement for construction
 14 of the Red Ridge Project, including \$316,137.01 received during the post-petition period. The
 15 Debtor is scheduled to receive a progress payment of \$1,353,345.00, plus a \$315,000 retention
 16 payment upon submission of a pay application, for a total of \$1,668,345.00.

17 4. Also in connection with the Red Ridge Park project, Rhodes Ranch General
 18 Partnership posted a security bond in the amount of \$5,584,421.66 as security for the project,
 19 which is more particularly identified as bond number 08779923 for Rhodes Ranch 28 Acre Park
 20 issued by Fidelity and Deposit Company of Maryland (the "Bond"). The Bond will be released
 21 upon completion of the Red Ridge Park project from the County.

22 5. By this Notice, the Debtor proposes to pay the amounts listed on **Exhibit A**,
 23 which contains a listing of the identity of the vendors and amounts owing to those vendors that
 24 provided services on the Red Ridge Project. The total proposed amount to be paid pursuant to
 25
 26

27
 28 ² The Development Agreement is on file with the Clark County Recorder and is not attached because it is voluminous. A copy of the Development Agreement will be provided upon request to any party who so requests a copy.

1 this notice is \$1,062,644.17, of which \$1,001,407.67 is for amounts owing on account of the pre-
 2 petition period.

3 6. All of the claims identified on Exhibit A relate to payment for work on the Red
 4 Ridge Park Project. The County requires that the Debtor pays off any vendor that has performed
 5 work on the Red Ridge Park Project in order for the Debtor to receive its scheduled payment.
 6 The Debtor has analyzed all of its outstanding payables relating to the Red Ridge Project and
 7 have determined that the vendors identified on Exhibit A are owed the amounts due on Exhibit A
 8 for work in connection with the Red Ridge Park Project.

9 7. The County also requires that the Debtor sign a release in the form attached hereto
 10 as **Exhibit B** (the "Release").

11 8. Upon the passage of the 5-business day objection period under this Notice and
 12 execution of the Release, the County will issue the payment of \$1,353,345.00 to the Debtor and,
 13 after the County's receipt of a pay application, will issue the payment of the \$315,000.00
 14 retention. Further, after approval by the County's governing body, the County will release the
 15 Bond in the aggregate approximate amount of \$5.5 million.

16 9. The Debtors need the cash from the County to operate within their Budget.
 17 Accordingly, because payment of the \$1,001,407.67 in pre-petition claims will result in receipt
 18 of \$1,668,345 million and a release of the \$5.5 million Bond, payment of the claims listed on
 19 Exhibit A is in the best interest of the estate and all creditors hereto.

20 **DATED** this 27th day of May, 2009.

21 **LARSON & STEPHENS**

22
 23 /s/ Zachariah Larson, Esq.
 24 Zachariah Larson, Bar No. 7787
 25 Kyle O. Stephens, Bar No. 7928
 26 810 S. Casino Center Blvd., Suite 104
 27 Las Vegas, NV 89101
 28 702/382-1170

-and-

James I. Stang, Esq. (CA Bar No. 94435)
 Shirley S. Cho, Esq. (CA Bar No. 192616)

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Werner Disse, Esq. (CA Bar No. 143458)
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Attorneys for Debtors and Debtors in
Possession

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EXHIBIT A

Rhodes Ranch Family Park
Outstanding Payables

May 20, 2009

<u>Name</u>	<u>Pre-Petition</u>	<u>Post-Petition</u>	<u>Total</u>
American Soils Engineering LLC	\$ 11,197.50	\$ -	\$ 11,197.50
Asphalt Solutions LLC	950.00	-	950.00
Chavez Constructn Clean Up	1,900.00	-	1,900.00
Direct Grading & Paving	91,944.20	2,640.00	94,584.20
Envision Concrete	5,528.00	-	5,528.00
Evans Recreation Installations	103,072.81	-	103,072.81
Innova-Champion Discs	2,055.00	-	2,055.00
Integrity Masonry, Inc.	4,300.00	-	4,300.00
Intrepid Iron, Inc.	1,100.00	-	1,100.00
J&J Enterprises, Inc.	5,725.00	3,035.00	8,760.00
M S Concrete, Inc.	61,357.90	-	61,357.90
Miracle Playground Sales SW	63,777.30	-	63,777.30
Quality Wood Products	655.66	-	655.66
Quick Crete Products	2,565.50	-	2,565.50
RCR Plumbing & Mechanical Inc.	46,000.00	-	46,000.00
Rim Rock Engineering	350.00	-	350.00
S.W.P.P. Compliance and Monitors	2,450.00	-	2,450.00
Signs West, Inc.	3,950.00	-	3,950.00
Silver State Steel Group	328.25	20,011.50	20,339.75
Southwest Air Conditioning, Inc	2,596.80	-	2,596.80
Spirit Underground, LLC	262,177.96	35,550.00	297,727.96
Sunstate Companies, Inc	295,826.93	-	295,826.93
Suzana Rutar	738.00	-	738.00
Tiberti Fence Co.	20,079.25	-	20,079.25
TotTurf	10,781.61	-	10,781.61
Total	\$ 1,001,407.67	\$ 61,236.50	\$ 1,062,644.17

Exhibit B

RELEASE

This Release ("Release") is by and between the following Parties:

CLARK COUNTY ("COUNTY"); and

RHODES RANCH GENERAL PARTNERSHIP ("RRGP").

RECITALS

WHEREAS, COUNTY and RRGP or their predecessors in interest entered into a Development Agreement dated December 18, 1996;

WHEREAS, the specific parties to the Development Agreement are COUNTY and Rhodes Ranch Limited Partnership, Rhodes Ranch Land Holdings, Limited Partnership, Southwestern Opportunities Limited Partnership and Durango/Springs Limited Partnership;

WHEREAS, in or about March 8, 2000, COUNTY and RRGP or their predecessors in interest entered into a First Amendment to Development Agreement;

WHEREAS, in or about July 16, 2008, COUNTY and RRGP entered into the Second Amendment to and Restatement of the Rhodes Ranch, LP Master Development Agreement which pursuant to provision 4.02(b)(ii) required the construction of the Red Ridge Park and further provided under provision 4.02(e)(vi) for the reimbursement of the collected Residential Construction Tax of 100% of the tax collected not to exceed the costs to construct the Red Ridge Park;

WHEREAS, in or about March 30, 2009, RRGP filed for bankruptcy protection in the United States Bankruptcy Court for the District of Nevada along with a number of other related entities;

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WHEREAS, in or about April of 2009, The RHODES Companies, LLC was approved as Debtor-in-Possession and the bankruptcy cases including that of RRGP were consolidated into case number 09-14814-LBR pending in the United States Bankruptcy Court, District of Nevada "Case";

WHEREAS, the Red Ridge Park is now complete and the time has come for final payment from the Residential Construction Tax set aside for this purpose pursuant to the Development Agreement and the First and Second Amendments thereto;

WHEREAS, COUNTY is desirous of being released from participation in the bankruptcy proceedings related to the Red Ridge Park and for a release of all obligations of payment arising out of construction of the Red Ridge Park under the Development Agreement and First and Second Amendments thereto given the current status of RRGP as debtor-in-possession pursuant to the Court's order filed in the Case, and the need for all actions of the COUNTY to comply therewith;

WHEREAS, the COUNTY is prepared to satisfy its obligations pursuant to the Development Agreement and First and Second Amendments thereto with respect to the Red Ridge Park;

NOW, THEREFORE, in consideration of the Recitals set forth above and the covenants, promises and provisions hereinafter set forth and contained, RRGP hereto agrees as follows:

1. **Actions of COUNTY.** Upon RRGP's execution of this Release and upon the filing of and passage of the 5-business day objection period under the "NOTICE PURSUANT TO PARAGRAPH 3(F) OF THE FINAL STIPULATED ORDER (I) AUTHORIZING USE OF CASH COLLATERAL, ETC. FOR AUTHORIZATION TO PAY PRE-

PETITION AMOUNTS PERMITTED BY BUDGET" ("Notice") in the aforementioned Case (a copy of said Notice is attached hereto and incorporated herein) , COUNTY expressly agrees on the next business day after the objection period to promptly fund Pay Application number 4 in the amount of ONE MILLION THREE HUNDRED FIFTY-THREE THOUSAND THREE HUNDRED FORTY-FIVE DOLLARS AND NO/100 (\$1,353,345.00) to RRGP and upon receipt of a proper Application and Certification for Payment will fund the retention payment of THREE HUNDRED FOURTEEN THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND 68/100 (\$314,999.68) and pending Board of County Commissioners authorization anticipated on June 2, 2009 release Performance Bond number 08779923 in the amount of FIVE MILLION FIVE HUNDRED EIGHTY-FOUR THOUSAND FOUR HUNDRED TWENTY-ONE DOLLARS AND SIXTY-SIX/100 (\$5,584,421.66) issued on or about May 24, 2005 by Fidelity and Deposit Company of Maryland.

2. **Duties of RRGP.** RRGP expressly agrees to submit the proper Application and Certification for Payment for the Red Ridge Park, to pay any and all vendors who have or may have claims for work performed and/or mechanics liens for any and all work performed on the Red Ridge Park, to submit a Conditional Waiver and Release Upon Final Payment executed by each of the vendors who have performed work, and to release COUNTY from any and all future claims arising out of the construction of the Red Ridge Park.

3. **Release.** In consideration of the payment contemplated herein, RRGP and its respective co-debtor, heirs, executors, administrators, successors, parent affiliate and subsidiary entities, representatives, trustees, beneficiaries, directors, officers, employees, agents, and assigns; does hereby release COUNTY from and for any and all demands, claims, damages,

losses, causes of action, costs (including attorneys' fees) and expenses of whatsoever character, whether known or unknown and whenever occurring, past, or present resulting from or in any way connected with the construction of the Red Ridge Park, by or for the benefit of any of the Parties hereto, specifically including all demands, claims, and causes of actions alleged, or which could have been alleged, by RRGP or by any cause of action which could have been filed by RRGP on behalf of a vendor to the construction of the Red Ridge Park.

4. **Governing Law.** The construction, effect and validity of this Release shall be governed by Nevada Law. IF THE BANKRUPTCY REMAINS PENDING, JURISDICTION WILL REMAIN WITH THE BANKRUPTCY COURT PRESIDING OVER THE BANKRUPTCY PROCEEDING.

5. **Binding Effect.** This Release shall bind and inure to the benefit of COUNTY.

6. **Integration; Amendment.** This Release constitutes the entire agreement among RRGP and COUNTY hereto with respect to the subject matter hereof. It may not be amended except by a writing executed by the party to be charged.

7. **Knowledge.** RRGP certifies that it read, knows and understands the contents of this Release, had the opportunity to consult an attorney, appreciates the legal significance and consequences of signing this Release, and is not relying upon the representations of any other person, or attorney, other than their own attorney, concerning the subject matter of this Release.

8. **Cooperation.** RRGP shall do any act or thing necessary to execute any or all documents or instruments necessary or proper to effectuate the provisions and intent of this Release.

///

9. **Authority to Execute Release.** RRGP hereto warrants and represents to COUNTY that it has the power, capacity and authority to enter into and execute this Release.

10. **Conditions of Execution.** RRGP acknowledge and warrant:

- A. That its execution of this Release is free and voluntary;
- B. All of the Recitals are true and correct as to it; and
- C. It has not assigned or transferred to any person or entity any matter released under this Release or any part or portion of any matter released under this Release, other than pursuant to this Release; and all of the claims, defenses, rights and obligations, and causes of action arising out of the work performed at the Red Ridge Park or the subject of this Release are in fact owned by it.

11. **Severability.** All terms and conditions contained herein are severable. In the event that any term or condition is held or considered unenforceable by any court of competent jurisdiction, this Release shall be interpreted as if such unenforceable term or condition were not contained herein.

12. **Construction.** The terms and conditions of this Release shall be construed as a whole according to its fair meaning and not strictly for or against any party. RRGP acknowledges that it has reviewed this Release and has had the opportunity to have it reviewed by its attorneys and that any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Release.

13. **Captions.** The captions appearing at the commencement of the sections of this Release are descriptive only and for convenience in reference to this Release and shall not define, limit or describe the scope or intent of this Release, nor in any way affect this Release.

As used herein throughout the entire document the pronouns "he" and "his" shall include the singular and the plural as well as the female and neuter.

14. **Waivers.** One or more waivers of any covenant, term or condition of this Release shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by a party to or of any act by another party to this Release requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. The failure of any party to invoke the provisions of any section of this Release shall not be deemed as a waiver by that party to invoke such provisions. Failure of a party to insist on strict performance of any provision or to exercise any remedy hereunder shall not be deemed to be a waiver of any breach relating to such provision or giving rise to such remedy. No provision of this Release shall be deemed to be waived unless such waiver is in writing signed by the party waiving the provision.

15. **No Third Party Rights.** Unless specifically provided herein, this Release is not intended to create, and shall not create, any rights in any person who is not a party to this Release. Notwithstanding anything to the contrary, this Release is enforceable against any successor in interest to any party to this Release.

16. **Execution in Counterparts.** This Release may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Facsimile copies of this Release and facsimile signatures of this Release, respectively shall be deemed originals.

17. **Time.** Time is of the essence in the Release and all provisions contained herein.

///

18. **COMPLETE RELEASE.** EACH PARTY EXECUTING THIS RELEASE REPRESENTS THAT HE HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS TERMS AND CONDITIONS WITHOUT RESERVATION; HE ACKNOWLEDGES THAT HE HAS HAD AMPLE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF HIS CHOICE REGARDING THE RELEASE;

RHODES RANCH GENERAL PARTNERSHIP

By: The Rhodes Companies, LLC,
its managing partner

By: Sagebrush Enterprises, Inc.,
its sole member

By: _____
Name:
Title:

CERTIFICATE OF SERVICE

1. On the 27th day of May, 2009, I served the following document(s) (specify):

**NOTICE PURSUANT TO PARAGRAPH 3(F) OF THE FINAL STIPULATED ORDER
(I) AUTHORIZING USE OF CASH COLLATERAL, ETC. FOR AUTHORIZATION TO
PAY PRE-PETITION AMOUNTS PERMITTED BY BUDGET RE RED RIDGE PARK**

2. I served the above-named document(s) by the following means to the persons as listed below:

(check all that apply)

- **United States mail, postage fully prepaid**
(List persons and addresses. Attach additional paper if necessary)

Members of the Official Committee of Unsecured Creditors

G. C Wallace Inc.
Attn: Betty Kilmer
6655 South Cimarron Road
Las Vegas, NV 89113
(Fax) 702-804-2299

Interstate Plumbing & A/C
Attn: Ceil Cartwright
7201 West Post Road
Las Vegas, NV 89122
(Fax) 702-367-6600

M & M Electric, Inc.
Attn: David Wadsworth
3655 W. Dewey Drive
Las Vegas, NV 89118
(Fax) 702-798-1077 AND
(Fax) 702-798-6685

Southwest Iron Works, LLC
Attn: Tracy Davis (owner)
5050 E. Russell Road
Las Vegas, NV 89112
(Fax) 702-644-6454 AND
(Fax) 702-657-8105

- **By fax transmission**
(List persons and fax numbers. Attach additional paper if necessary)

SEE ABOVE ADDRESSES AND FAX NUMBERS.


Based upon the written agreement of the parties to accept service by fax transmission or a court order, I faxed the document(s) to the persons at the fax numbers listed below. No error was reported by the fax machine that I used. A copy of the record of the fax transmission is attached.

I declare under penalty of perjury that the foregoing is true and correct.

Signed on (date): May 27, 2009

Sophia L. Lee

(Name of Declarant)



(Signature of Declarant)

LARSON & STEPHENS
810 S. Casino Center Blvd., Suite 104
Las Vegas, Nevada 89101
Tel: (702) 382-1170 Fax: (702) 382-1169

 *** TX REPORT ***

TRANSMISSION OK

TX/RX NO 0340
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 CONNECTION ID
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 USAGE T 02'13
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PACHULSKI
 STANG
 & ZIEHL
 JONES

10100 Santa Monica Blvd.
 11th Floor
 Los Angeles, California 90067-4100
 Tel: 310/277-6910
 Fax: 310/201-0760

LAW OFFICES
 LIMITED LIABILITY PARTNERSHIP

LOS ANGELES, CA
 SAN FRANCISCO, CA
 WILMINGTON, DE
 NEW YORK, NY

FACSIMILE COVERSHEET

DATE: May 27, 2009

RECIPIENT	FAX NO.	PHONE NO.
Betty Kilmer G.C. Wallace Inc.	702-804-2299	
Ceil Cartwright Interstate Plumbing & A/C	702-367-6600	
David Wadsworth M&M Electric, Inc.	702-798-1077 and 702-798-6685	
Tracy Davis Southwest Iron Works, LLC	702-644-6454 and 702-657-8105	

FROM: Shirley S. Cho

PHONE: 310.772.2364

RE: The Rhodes Homes Companies, et al.

CLIENT/MATTER NUMBER: 73203.002

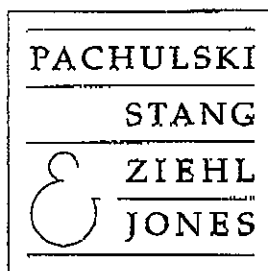
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ORIGINAL WILL FOLLOW VIA US MAIL

 *** TX REPORT ***

TRANSMISSION OK

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10100 Santa Monica Blvd.
 11th Floor
 Los Angeles, California 90067-4100
 Tel: 310/277-6910
 Fax: 310/201-0760

LAW OFFICES
 LIMITED LIABILITY PARTNERSHIP

LOS ANGELES, CA
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FROM: Shirley S. Cho

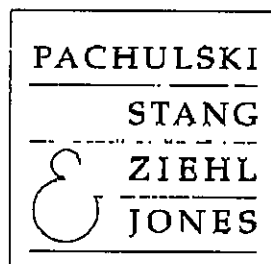
PHONE: 310.772.2364

RE: The Rhodes Homes Companies, et al.

CLIENT/MATTER NUMBER: 73203.002	
NUMBER OF PAGES WITH COVER PAGE: 15	ORIGINAL WILL FOLLOW VIA US MAIL

 *** MULTI TX/RX REPORT ***

TX/RX NO 0770
 PGS 15
 TX/RX INCOMPLETE
 (1) 674*17027981077
 (3) 674*17026446454
 TRANSACTION OK
 (2) 674*17027986685
 (4) 674*17026578105
 ERROR INFORMATION



10100 Santa Monica Blvd.
 11th Floor
 Los Angeles, California 90067-4100
 Tel: 310/277-6910
 Fax: 310/201-0760

LAW OFFICES
 LIMITED LIABILITY PARTNERSHIP
 LOS ANGELES, CA
 SAN FRANCISCO, CA
 WILMINGTON, DE
 NEW YORK, NY

FACSIMILE COVERSHEET

DATE: May 27, 2009

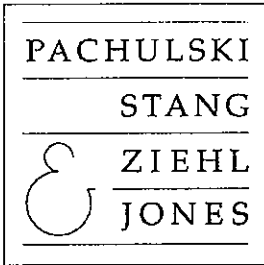
RECIPIENT	FAX NO.	PHONE NO.
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RE: The Rhodes Homes Companies, et al.

CLIENT/MATTER NUMBER: 73203.002	
NUMBER OF PAGES WITH COVER PAGE: 15	ORIGINAL WILL FOLLOW VIA US MAIL

MESSAGE:



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LAW OFFICES
 LIMITED LIABILITY PARTNERSHIP

LOS ANGELES, CA
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FROM: Shirley S. Cho **PHONE:** 310.772.2364

RE: The Rhodes Homes Companies, et al.

CLIENT/MATTER NUMBER: 73203.002	
NUMBER OF PAGES WITH COVER PAGE: 15	ORIGINAL WILL FOLLOW VIA US MAIL

MESSAGE:

CAUTION - CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS FACSIMILE IS CONFIDENTIAL AND MAY ALSO CONTAIN PRIVILEGED ATTORNEY-CLIENT INFORMATION OR WORK PRODUCT. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY USE, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THE FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ADDRESS ABOVE VIA THE U.S. POSTAL SERVICE. THANK YOU.

**IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL
 FAX ROOM AT 310/772-2347 AS SOON AS POSSIBLE.**

CERTIFICATE OF SERVICE

1. On the 27th day of May, 2009, I served the following document(s) (specify):

NOTICE PURSUANT TO PARAGRAPH 3(F) OF THE FINAL STIPULATED ORDER (I) AUTHORIZING USE OF CASH COLLATERAL, ETC. FOR AUTHORIZATION TO PAY PRE-PETITION AMOUNTS PERMITTED BY BUDGET RE RED RIDGE PARK

2. I served the above-named document(s) by the following means to the persons as listed below:

(check all that apply)

☐ a. **ECF System** *(You must attach the "Notice of Electronic Filing", or list all persons and addresses and attach additional paper if necessary)*

☐ b. **United States mail, postage fully prepaid**
(List persons and addresses. Attach additional paper if necessary)

☐ c. **Personal Service** *(List persons and addresses. Attach additional paper if necessary)*

I personally delivered the document(s) to the persons at these addresses:

For a party represented by an attorney, delivery was made by handing the document(s) at the attorney's office with a clerk or other person in charge, or if no one is in charge by leaving the document(s) in a conspicuous place in the office.

For a party, delivery was made by handing the document(s) to the party or by leaving the document(s) at the person's dwelling house or usual place of abode with someone of suitable age and discretion residing there.

☒ d. **By direct email (as opposed to through the ECF System)**
(List persons and email addresses. Attach additional paper if necessary)


Based upon the written agreement of the parties to accept service by email or a court order, I caused the document(s) to be sent to the persons at the email addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

August B. Landis, augie.landis@usdoj.gov
Philip C. Dublin, pdublin@akingump.com
Ramon M. Naguiat, ramon.naguiat@skadden.com
Benjamin L. Schneider, benjamin.schneider@ropesgray.com

I declare under penalty of perjury that the foregoing is true and correct.

Signed on (date): May 29, 2009

Shirley S. Cho
(Name of Declarant)


(Signature of Declarant)